

## **1. PARTIES**

The **Montana Department of Corrections (DEPARTMENT)** and The **University of Montana (CONTRACTOR)** enter into this Contract (**07-013-ACCD**). The parties names, addresses, and telephone numbers are as follows:

### **Montana Department of Corrections**

*Adult Community Corrections Division  
1539 11<sup>th</sup> Avenue  
PO Box 201301  
Helena, MT 59620-1301  
(406) 444-3930*

### **University of Montana**

*School of Social Work  
32 Campus Drive  
Missoula, Montana 59812  
(406) 243-5557*

**DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:**

## **2. DUTIES/RESPONSIBILITIES OF DEPARTMENT AND CONTRACTOR**

- 2.1 CONTRACTOR will develop and provide educational assessment and continuing education training services for the DEPARTMENT's Adult Community Corrections Division (ACCD) employees; both educational assessment and continuing education training services will be available exclusively in an on-line distance learning format.
- 2.2 It is understood by both parties that development of educational assessment and continuing education training services will require close, ongoing communication between DEPARTMENT AND CONTRACTOR and will require the cooperation of DEPARTMENT personnel in facilitating and insuring timely responses to requests for information from the field. CONTRACTOR and DEPARTMENT understand that this program development process will also require close sustained e-mail and telephone communication on all parts and both accept this responsibility. CONTRACTOR agrees to maintain cell-phone availability at own expense.
  - 2.2.1 Responsibility for resolving issues of DEPARTMENTAL communication non-response will rest with DEPARTMENT's training coordinator.
- 2.3 CONTRACTOR agrees to provide the services of one assistant professor (Timothy Conley, Ph.D.) to render to DEPARTMENT educational assessment and continuing education training services.
  - 2.3.1 Professor Conley will collaborate with David Schantz, Ph.D. in partnership on all aspects of educational needs assessment, continuing education training modules development, and continuing education training services.
- 2.4 Workforce assessment: Within 45 days of the signing of this Contract, CONTRACTOR will complete an initial educational training interest and needs assessment survey of the ACCD workforce that will be both system wide and worker specific. The survey will be conducted over the internet. Survey content will include but not be limited to the domains of Mental Health (MH) and Substance Abuse (SA). Within 6 months of the signing of this Contract further assessment will be completed on the domains of Cultural Diversity (Diversity) and Sex Offenders/Violent Offenders (S/VO). Survey results will be maintained by CONTRACTOR and made available to DEPARTMENT. Training module development will be based on survey

results and developed to meet DEPARTMENT workforce needs both system wide and individually.

- 2.4.1 Individual worker assessments: workers eligible and willing to participate in specific continuing education training modules will be further assessed/tested on an individual basis to determine their baseline level of knowledge in the specific areas. Assessment materials will be developed and maintained by CONTRACTOR. Workers scoring above the cut-point for basic knowledge will be identified as qualified for participation in a specific continuing education training module. Those scoring below will be eligible for a preparation track, required before re-assessment. Assessment will be an ongoing process and utilized to determine advancement through curriculum.
- 2.5 The following section of the Contract details the learning objectives of the 4 specific learning domains described below. Each domain will be developed by CONTRACTOR into one sixteen (16) hour continuing education training module each.
  - 2.5.1 **Substance Abuse.** Workers completing this training will evidence increased knowledge about the etiology, course and treatment of chemical dependency disorders. They will identify and (apply to case examples) evidence based best practices for the management of the chemically dependent offender on parole/probation including screening and assessment, urinalysis protocols, Stages of Change Theory and basics of Motivational Interviewing.
  - 2.5.2 **Mental Health.** Mental illness and co-occurring disorders are very highly represented within the prisoner, offender and probationer populations. Participants in this track will become familiar with signs/symptoms of mental illness and co-occurring disorders, become equipped with simple screening tools, learn methods of effective interaction with offenders, and become knowledgeable of sources of specialized services for this population. Common disorders such as schizophrenia, bi-polar disorders and major affective depression and common legal medications will be a primary focus. The interaction of mental illness, medication, and substance use will also be covered. The “Mental Health Court Model” of processing recidivists and new offenders will be introduced. Legalities of Department of Public Health and Human Services sentences and commitments will be outlined.
  - 2.5.3 **Cultural Diversity.** Non-white persons are over-represented in prisoner and offender populations. Contemporary approaches to working with persons from diverse backgrounds will be outlined as workers in this track examine their own cultural background and belief systems concerning persons from other backgrounds. The impact of discrimination and prejudice on offenders seeking to adjust to life on probation/parole and strategies to help facilitate successful functioning and prevent recidivism will be thoroughly covered.
  - 2.5.4 **Sex Offenders/Violent Offenders.** These offenders pose unique and difficult challenges for P&P officers. Professionals with identified expertise working with these offenders would be consulted to work cooperatively with CONTRACTOR for the purpose of designing and offering a state of the art on-line training this area.
  - 2.5.5 **Additional Tracks:** Additional tracks covering Office Administration and Specialized Treatment Approaches - to include Cognitive Processing and Re-structuring (CP&R), and the valid/reliable use of the Level of Service Inventory Revised (LSIR) – may be

developed as an addendum to this contract at the discretion of and pending funding by DEPARTMENT.

- 2.6 Significant components of the continuing education training modules that are being requested by DEPARTMENT will rely on the securing of respected expertise, throughout the state and within the local region. Building a comprehensive curriculum will include the identification and recruitment of these experts and enlisting their knowledge in developing on line internet ready curriculum for training. CONTRACTOR will be responsible for the quality and format of all materials presented and will work with DEPARTMENT personnel and the national/regional literature and educational community to find and recruit best qualified most suitable assisting training designers for these activities.

### **3. COMPENSATION/BILLING**

DEPARTMENT shall compensate CONTRACTOR for successful delivery of the services provided pursuant to Section 2 in the following manner:

- A. During Fiscal Year 2007 (October 1, 2006 through June 30, 2007) DEPARTMENT agrees to pay CONTRACTOR a maximum sum of **\$118,647.00** (one hundred eighteen thousand six hundred forty-seven and 00/100 dollars) and a minimum of **102,547.00** (one hundred two thousand five hundred forty-seven and 00/100 dollars) depending on the number of trainings taken by DEPARTMENT personnel. CONTRACTOR shall invoice DEPARTMENT for one half of the respective amount on or about October 1, 2006 and one half of the amount on or about March 1, 2007.
- B. The minimum payment is based on 75 participants receiving training. The maximum is based on 145 participants receiving training. Trainings are offered at \$200.00 each. The contract fee is to be adjusted based on number of trainings taken. These payments constitute the entire amount of compensation to be paid to CONTRACTOR during the first year of the contract.
- C. Compensation delineated in part A above is inclusive of all salaries, extra compensation, course buyout, and benefits for professors, graduate assistants, subcontractors and all equipment, travel and consulting costs for this contract.
- D. DEPARTMENT agrees to pay CONTRACTOR within 30 business days following receipt of a correct invoice.
- E. DEPARTMENT may withhold payment to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- F. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

### **4. AGENCY ASSISTANCE**

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, training activities may occasionally require the use of DEPARTMENT facilities and equipment and this may occur on an infrequent but as needed basis.

## **5. TIME OF PERFORMANCE**

This Contract shall take effect on October 1<sup>st</sup>, 2006 and shall terminate on September 30<sup>th</sup>, 2007, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of four (4) additional years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

## **6. LIAISONS AND NOTICE**

- A. Dale Aschim, Community Corrections Training Specialist will serve as DEPARTMENT liaison. Gary Willems, Contract and Facilities Management Bureau Chief, 1539 11<sup>th</sup> Avenue, Helena MT (406) 444-4941, is the administrative contact for DEPARTMENT.
- B. Timothy B. Conley and David Schantz, Ph.D., Assistant Professor, currently residing at the School of Social Work, 32 Campus Drive, Missoula MT 59812-1584 (243-5557) will serve as CONTRACTOR liaison. Robert Pfister, Office of Research and Sponsored Programs, University Hall 202, The University of Montana, Missoula MT 59812-4104, (406) 243-4786, is the administrative contact for CONTRACTOR
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

## **7. OWNERSHIP AND PUBLICATION OF MATERIALS**

All materials and intellectual property that CONTRACTOR develops or utilizes (i.e., continuing education training modules, reports, spreadsheets, data bases etc.) in performing the services set forth in Section 2 above shall be the joint property of CONTRACTOR, Timothy B. Conley, Ph.D., and David Schantz, Ph.D.

## **8. COMPLIANCE WITH WORKERS' COMPENSATION ACT**

It is understood that CONTRACTORs are currently employees of the University of Montana and as such are covered by workers compensation. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR and graduate student interns working under this contract, shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: DEPARTMENT of Corrections, Contract and Facilities Management Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

## **9. HOLD HARMLESS AND INDEMNIFICATION**

CONTRACTOR agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all

claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of CONTRACTOR and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## **10. INSURANCE**

A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, graduate student interns, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance:** CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements:** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

## **11. ACCESS AND RETENTION OF RECORDS**

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

## **12. PUBLIC INFORMATION**

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

**13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

CONTRACTOR shall not assign, sell, or transfer rights, under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract. The CONTRACTOR may subcontract, sublet and/or delegate training module development duties to David Schantz, Ph.D. and qualified other professionals and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

**14. AMENDMENTS**

All amendments to this Contract shall be in writing and signed by the parties.

**15. COMPLIANCE WITH LAWS**

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

**16. TERMINATION AND DEFAULT**

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 90 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract at the start of any fiscal year if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

**17. CHOICE OF LAW AND VENUE**

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

**18. LICENSURE**

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

**19. INTEGRATION**

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

**20. SEVERABILITY**

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

**21. COMPLETED CONTRACT**

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Contract and Facilities Management Bureau, PO Box 201301, 1539 11<sup>th</sup> Avenue, Helena, MT 59620-1301.

**22. SIGNATURES**

**DEPARTMENT**

**CONTRACTOR**

\_\_\_\_\_  
Mike Ferriter, Administrator  
Adult Community Corrections Division

\_\_\_\_\_  
Timothy B. Conley Ph.D.  
School of Social Work

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Date

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Date

Approved for Legal Content by:

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Legal Counsel  
Department of Corrections

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Robert Pfister, Sponsored Programs Assistant  
Manager for The University of Montana

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